

Marc S. Reiner (mreiner@hballp.com)
HAND BALDACHIN & AMBURGEY LLP
8 West 40th St., 12th Floor
New York, NY 10018
(212) 956-9500

Attorneys for Plaintiff
Westwood One, LLC

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

WESTWOOD ONE, LLC

Plaintiff,

v.

PMCAPITAL.COM, LLC

Defendant.

COMPLAINT

Plaintiff, Westwood One, LLC (“Westwood One”), by its attorneys Hand Baldachin & Associates LLP, for its Complaint against defendant, PMCapital.com, LLC (“PM Capital”), respectfully alleges as follows:

PARTIES

1. Westwood One is a Delaware limited liability company with its principal place of business at 220 West 42nd Street, New York, New York 10036.
2. Upon information and belief, PM Capital is a Utah limited liability corporation with its principal place of business at 727 N. 1550 E., Ste. 480, Orem, Utah 84097.

JURISDICTION

3. This Court has diversity subject matter jurisdiction over this matter pursuant to 28 U.S. C. § 1332, as the parties are completely diverse in citizenship and the amount in controversy exceeds \$75,000.

4. This Court has personal jurisdiction over the Defendant pursuant to the New York Civil Practice Law Rule § 301.

5. Venue is proper in this District pursuant to 28 U.S.C. § 1331(b) because the services to be provided originated in this District.

BACKGROUND FACTS

6. Upon information and belief, PM Capital is in the business of selling gold and silver to investors seeking to invest in those precious metals.

7. Westwood One is a leading multi-platform provider of sports, music, news, spoken word, and digital audio content.

8. Beginning in March 2018, pursuant to an agreement between the parties, PM Capital purchased radio advertisements from Westwood One in an amount totaling \$211,950.00 in order to advertise its own services.

9. PM Capital failed to pay the \$211,950.00 of media time that it purchased from Westwood One, even though Westwood One complied with its obligations in full by providing the media time that was purchased by PM Capital.

10. PM Capital is in breach of contract for failing to comply with its obligations under the parties' agreement to pay Westwood One the required monetary payments.

11. As of the date of this filing, PM Capital is in default on the parties' agreement in the amount of \$211,950.00. This sum has not been paid by PM Capital despite repeated verbal and written demands.

AS AND FOR A FIRST CAUSE OF ACTION
(Breach of Contract)

12. Westwood One repeats and re-alleges the allegations contained in paragraphs 1 through 11 of this Complaint.

13. By reason of the breach of its agreement, PM Capital has caused Westwood One to suffer damages in the amount of \$211,950.00 plus interest.

AND AS FOR A SECOND CAUSE OF ACTION
(Unjust Enrichment)

14. Westwood One repeats and re-alleges the allegations contained in paragraphs 1 through 13 of this Complaint.

15. By virtue of accepting Westwood One's services without payment, PM Capital has been unjustly enriched.

16. By reason of PM Capital's unjust enrichment, Westwood One has suffered damages in the amount of \$211,950.00 plus interest.

WHEREFORE, Westwood One seeks judgment against PM Capital, as follows:

- (a) on its First Cause of Action, damages in excess of \$211,950.00;
- (b) on its Second Cause of Action, damages in excess of \$211,950.00;
- (c) awarding to Westwood One interest on the foregoing amounts;
- (d) awarding to Westwood One its reasonable attorneys' fees, taxable costs and disbursements of this action; and
- (e) awarding to Westwood One such other and further relief as the Court deems just and proper.

Dated: October 8, 2018
New York, New York

HAND BALDACHIN & ASSOCIATES LLP

By: 
Marc S. Reiner (mreiner@hballp.com)
8 West 40th Street, 12th Floor
New York, New York 10018
(212) 956-9500

Attorneys for Plaintiff
Westwood One, LLC